

1 James R. Hawkins (SBN 192925)
James@Jameshawkinsaplc.com
2 Christina M. Lucio (SBN 253677)
Christina@Jameshawkinsaplc.com
3 Mitchell J. Murray (SBN 285691)
Mitchell@Jameshawkinsaplc.com
4 JAMES HAWKINS APLC
9880 Research Drive, Suite 200
5 Irvine, California 92618
Telephone: (949) 387-7200
6 Facsimile: (949) 387-6676

7 Attorneys for Plaintiffs SOVATANA SAUT and
JOHN HISATO NAKATANI,
8 on behalf of themselves and all others similarly
situated

9 *[Additional counsel information on the following*
10 *page]*

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 SOVATANA SAUT and JOHN HISATO
14 NAKATANI, individually, and on behalf of
15 themselves and all others similarly situated,

16 Plaintiffs,

17 v.

18 MCKESSON CORPORATION, a Delaware
19 corporation; and DOES 1 through 50,
20 inclusive,

21 Defendants.

CASE NO.: 2:22-cv-05707-DMG-KES

*[Assigned for all purposes to the
Honorable, Dolly M. Gee,
Courtroom 8C]*

**STIPULATED PROTECTIVE
ORDER**

Complaint Filed: June 27, 2022
Removal Filed: August 12, 2022

1 Mia Farber (SBN 131467)
Mia.Farber@jacksonlewis.com
2 Nicky Jatana (SBN 197682)
Nicky.Jatana@jacksonlewis.com
3 Buck N. Haddix (SBN 295334)
Buck.Haddix@jacksonlewis.com
4 Kishaniah Dhamodaran (SBN331001)
Kishaniah.Dhamo@jacksonlewis.com
5 JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
6 Los Angeles, California 90017-5408
Telephone: (213) 689-0404
7 Facsimile: (213) 689-0430

8 Attorneys for Defendant
MCKESSON CORPORATION
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted.
5 Accordingly, Plaintiffs Sovatana Saut and John Hisato Nakatani (“Plaintiffs”) and
6 Defendant McKesson Corporation (“McKesson” or “Defendant”) (collectively, “the
7 Parties”) hereby stipulate to and petition the Court to enter the following Stipulated
8 Protective Order. The Parties acknowledge that this Order does not confer blanket
9 protections on all disclosures or responses to discovery and that the protection it
10 affords from public disclosure and use extends only to the limited information or items
11 that are entitled to confidential treatment under the applicable legal principles. The
12 Parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
13 Protective Order does not entitle them to file confidential information under seal. Civil
14 Local Rule 79-5 sets forth the procedures that must be followed and the standards that
15 will be applied when a party seeks permission from the Court to file material under
16 seal.

17
18 B. GOOD CAUSE STATEMENT

19 This action is likely to involve employee records, trade secrets, and other
20 valuable commercial, financial, technical, private, and/or proprietary information for
21 which special protection from public disclosure and from use for any purpose other
22 than prosecution of this action is warranted. Such private, confidential, and/or
23 proprietary materials and information consist of, among other things, employees’
24 personal identifiable information, disciplinary records, documented performance
25 conversations, and personnel files, confidential business or financial information,
26 information regarding confidential business practices, or other confidential
27 commercial information (including information implicating privacy rights of third
28 parties), information otherwise generally unavailable to the public, or which may be

1 privileged or otherwise protected from disclosure under state or federal statutes, court
2 rules, case decisions, or common law. Accordingly, to expedite the flow of
3 information, to facilitate the prompt resolution of disputes over confidentiality of
4 discovery materials, to adequately protect information the Parties are entitled to keep
5 confidential, to ensure that the Parties are permitted reasonable necessary uses of such
6 material in preparation for and in the conduct of class certification and trial, to address
7 their handling at the end of the litigation, and to serve the ends of justice, a protective
8 order for such information is justified in this matter. It is the intent of the parties that
9 information will not be designated as confidential for tactical reasons and that nothing
10 be so designated without a good faith belief that it has been maintained in a
11 confidential, non-public manner, and there is good cause why it should not be part of
12 the public record of this case.

13
14 2. DEFINITIONS

15 2.1 Action: This pending federal lawsuit.

16 2.2 Challenging Party: A Party or Non-Party that challenges the designation
17 of information or items under this Order.

18 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of
19 how it is generated, stored or maintained) or tangible things that qualify for protection
20 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
21 Cause Statement.

22 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
23 support staff).

24 2.5 Designating Party: A Party or Non-Party that designates information or
25 items that it produces in disclosures or in responses to discovery as
26 “CONFIDENTIAL.”

27 2.6 Disclosure or Discovery Material: All items or information, regardless
28 of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced or
2 generated in disclosures or responses to discovery in this matter.

3 2.7 Expert: A person with specialized knowledge or experience in a matter
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as
5 an expert witness or as a consultant in this Action.

6 2.8 House Counsel: Attorneys who are employees of a Party to this Action.
7 House Counsel does not include Outside Counsel of Record or any other outside
8 counsel.

9 2.9 Non-Party: Any natural person, partnership, corporation, association, or
10 other legal entity not named as a Party to this Action.

11 2.10 Outside Counsel of Record: Attorneys who are not employees of a Party
12 to this Action but are retained to represent or advise a Party to this Action and have
13 appeared in this Action on behalf of that Party or are affiliated with a law firm which
14 has appeared on behalf of that Party, and includes support staff.

15 2.11 Party: Any Party to this Action, including all of its officers, directors,
16 employees, consultants, retained Experts, and Outside Counsel of Record (and their
17 support staffs).

18 2.12 Producing Party: A Party or Non-Party that produces Disclosure or
19 Discovery Material in this Action.

20 2.13 Professional Vendors: Persons or entities that provide litigation support
21 services (e.g., photocopying, videotaping, translating, preparing exhibits or
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)
23 and their employees and subcontractors.

24 2.14 Protected Material: Any Disclosure or Discovery Material that is
25 designated as “CONFIDENTIAL.”

26 2.15 Receiving Party: A Party that receives Disclosure or Discovery Material
27 from a Producing Party.
28

1 2.16 McKesson Employee Information: All information that is provided by
2 McKesson to Plaintiffs' attorneys that identifies or can be used to identify a particular
3 individual, including without limitation, employee personnel records, names, contact
4 information, addresses, phone numbers, email addresses, employee numbers, and/or
5 social security numbers. Unless otherwise designated as "CONFIDENTIAL,"
6 McKesson Employee Information does not include information provided by
7 McKesson regarding Plaintiffs.

8
9 3. SCOPE

10 The protections conferred by this Stipulation and Order cover not only
11 Protected Material (as defined above), but also (1) any information copied or extracted
12 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
13 Protected Material; and (3) any testimony, conversations, or presentations by Parties
14 or their Counsel that might reveal Protected Material.

15 This Stipulation and Order shall govern the use of Protected Material
16 throughout litigation of this Action, including class certification and mediation. Any
17 use of Protected Material at trial shall be governed by the orders of the trial judge.
18 This Order does not govern the use of Protected Material at trial.

19
20 4. DURATION

21 Even after final disposition of this litigation, the confidentiality obligations
22 imposed by this Order shall remain in effect until a Designating Party agrees
23 otherwise in writing or a court order otherwise directs. Final disposition shall be
24 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
25 or without prejudice; and (2) final judgment herein after the completion and
26 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
27 including the time limits for filing any motions or applications for extension of time
28 pursuant to applicable law.

1

2 **5. DESIGNATING PROTECTED MATERIAL**3 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

4 Each Party or Non-Party that designates information or items for protection under this
 5 Order must take care to limit any such designation to specific material that qualifies
 6 under the appropriate standards. The Designating Party must designate for protection
 7 only those parts of material, documents, items, or oral or written communications that
 8 qualify – so that other portions of the material, documents, items, or communications
 9 for which protection is not warranted are not swept unjustifiably within the ambit of
 10 this Order.

11 Mass, indiscriminate, or routinized designations are prohibited. Designations
 12 that are shown to be clearly unjustified or that have been made for an improper
 13 purpose (e.g., to unnecessarily encumber the case development process or to impose
 14 unnecessary expenses and burdens on other parties) expose the Designating Party to
 15 sanctions. If the Receiving Party believes a designation is improper, the Receiving
 16 Party must bring it to the attention of the Designating Party and meet and confer with
 17 the Designating Party before pursuing court intervention and sanctions.

18 If it comes to a Designating Party's attention that information or items that it
 19 designated for protection do not qualify for protection, that Designating Party must
 20 promptly notify all other Parties that it is withdrawing the inapplicable designation.

21 **5.2 Manner and Timing of Designations.** Material may be designated as
 22 "CONFIDENTIAL" at any time. However, the Parties will attempt to make such
 23 designations before the material is disclosed or produced.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic
 26 documents, but excluding transcripts of depositions or other pretrial or trial
 27 proceedings), that the Producing Party affix the legend "CONFIDENTIAL"
 28 (hereinafter "CONFIDENTIAL legend") to each page that contains Protected

1 Material. If only a portion or portions of the material on a page qualifies for protection,
2 the Producing Party also must clearly identify the protected portion(s) (e.g., by
3 making appropriate markings in the margins).

4 A Party or Non-Party that makes original documents or materials available for
5 inspection need not designate them for protection until after the inspecting Party has
6 indicated which material it would like copied and produced. During the inspection
7 and before the designation, all of the material made available for inspection shall be
8 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
9 it wants copied and produced, the Producing Party must determine which documents,
10 or portions thereof, qualify for protection under this Order. Then, before producing
11 the specified documents, the Producing Party must affix the “CONFIDENTIAL
12 legend” to each page that contains Protected Material. If only a portion or portions of
13 the material on a page qualifies for protection, the Producing Party also must clearly
14 identify the protected portion(s) (e.g., by making appropriate markings in the
15 margins).

16 (b) for testimony given in depositions, that the Designating Party identify all
17 protected testimony on the record during the deposition or within 30 days after
18 receiving the deposition transcript.

19 (c) for information produced in some form other than documentary and for
20 any other tangible items, that the Producing Party affix in a prominent place on the
21 exterior of the container or containers in which the information or item is stored the
22 “CONFIDENTIAL legend.” If only a portion or portions of the information or item
23 warrant protection, the Producing Party, to the extent practicable, shall identify the
24 protected portion(s).

25 Such designation will, without more, subject the information produced or
26 provided under said designation to the provisions of this Order.

27 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
28 failure to designate qualified information or items does not, standing alone, waive the

1 Designating Party's right to secure protection under this Order for such material. If a
2 Party inadvertently produces Protected Material without an appropriate designation,
3 the Producing Party shall give written notice of such inadvertent production to the
4 Receiving Party within twenty (20) days of discovering the inadvertent production.
5 The Producing Party shall also give the Receiving Party an appropriately designated
6 copy of the Protected Material. Upon receiving notice of the inadvertent production,
7 the Receiving Party shall promptly return the inadvertently produced Protected
8 Materials, along with all copies of such Protected Material, and shall retain only the
9 appropriately designated copy of the Protected Material. Upon timely correction of a
10 designation, the Receiving Party must make reasonable efforts to assure that the
11 material is treated in accordance with the provisions of this Order.

12
13 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

14 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
15 designation of confidentiality at any time that is consistent with the Court's
16 Scheduling Order. Unless a prompt challenge to a Designating Party's confidentiality
17 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary
18 economic burdens, or a significant disruption or delay of the litigation, a Party does
19 not waive its right to challenge a confidentiality designation by electing not to mount
20 a challenge promptly after the original designation is disclosed.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
22 resolution process under Local Rule 37.1 et seq.

23 6.3 The burden of persuasion in any such challenge proceeding shall be on
24 the Designating Party. Frivolous challenges, and those made for an improper purpose
25 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
26 expose the Challenging Party to sanctions. Unless the Designating Party has waived
27 the confidentiality designation, all parties shall continue to afford the material in
28 question the level of protection to which it is entitled under the Designating Party's

1 designation until the Court rules on the challenge.

2
3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

4 7.1 Basic Principles. A Receiving Party may use Protected Material that is
5 disclosed or produced by another Party or by a Non-Party in connection with this
6 Action only for prosecuting, defending, or attempting to settle this Action. Such
7 Protected Material may be disclosed only to the categories of persons and under the
8 conditions described in this Order. When the Action has been terminated, a Receiving
9 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

10 Protected Material must be stored and maintained by a Receiving Party at a
11 location and in a secure manner that ensures that access is limited to the persons
12 authorized under this Order.

13 7.2 Maintaining Security of CONFIDENTIAL Information or Items. The
14 Parties acknowledge that discovery may include the production of CONFIDENTIAL
15 Information or Items, including McKesson Employee Information. Each Receiving
16 Party shall have and maintain a comprehensive, written Security Program for
17 Confidential Materials that complies with applicable law and industry best practices
18 for as long as it accesses, stores, or processes CONFIDENTIAL Information or Items
19 obtained. The Security Program will include physical, administrative, and technical
20 security controls that prevent unauthorized access to, disclosure of, loss of, or use of
21 produced CONFIDENTIAL Information or Items. The Receiving Party shall
22 immediately notify the Producing Party if produced Confidential Materials are subject
23 to a "Security Breach," which means any suspected or actual unauthorized access,
24 use, or disclosure. The Receiving Party subject to a Security Breach will, at its own
25 expense, promptly investigate the cause and scope of the Security Breach, preserve
26 relevant evidence in a forensically-sound manner, and cooperate at its own expense
27 in every reasonable way to help mitigate potential misuse or further unauthorized use
28 or disclosure of the CONFIDENTIAL Information or Items. If requested by the

1 Producing Party, the Receiving Party shall provide any legally-required notifications
2 and protection services to individuals whose CONFIDENTIAL Information or Items
3 were involved in the Security Breach, as well as to regulators, government authorities,
4 consumer reporting agencies, and media. The Receiving Party shall not provide any
5 such notifications unless the contents of the communications are reviewed and
6 approved by the Producing Party. The Receiving Party shall be solely responsible for
7 all costs and expenses associated with investigating, notifying, mitigating the effects
8 of, and remediating any Security Breach. The Parties shall not disclose
9 CONFIDENTIAL Information or Items to any third party, except as expressly set
10 forth herein. Plaintiffs' attorneys will be responsible for ensuring that any
11 Professional Vendors or third parties retained by Plaintiffs or Plaintiffs' attorneys that
12 have access to any CONFIDENTIAL Information or Items consistent with paragraph
13 7.3 below, have security programs that meet the same requirements as set forth in this
14 paragraph.

15 7.3 Maintaining Confidentiality of McKesson Employee Information. To
16 further ensure that McKesson Employee Information is adequately protected, the
17 Parties agree that, at the outset of Plaintiffs' attorneys' (or their designees') first
18 contact with each current or former McKesson employee whose contact information
19 is provided by McKesson through discovery in this Action, Plaintiffs' attorneys (or
20 their designees) will inform each contacted individual that: (a) the decision whether
21 to talk with Plaintiffs' attorneys (or their designees) is voluntary and the individual
22 has the right not to talk with Plaintiffs' attorneys (or their designees); and (b) if he or
23 she elects not to talk to Plaintiffs' attorneys (or their designees), Plaintiffs' attorneys
24 (or their designees) will terminate the contact and not contact them again.

25 Plaintiffs' attorneys (or their designees) will also inform each individual that
26 his or her refusal to speak with counsel will not prejudice his or her rights in any way.
27
28

1 Plaintiffs' attorneys (or their designees) will keep a list of all individuals
2 contacted and all individuals who make it known that they do not want to be contacted
3 and preserve that list for the Court.

4 7.4 Disclosure of "CONFIDENTIAL" Information or Items. Unless
5 otherwise ordered by the Court or permitted in writing by the Designating Party, a
6 Receiving Party may disclose any information or item designated
7 "CONFIDENTIAL" only to:

8 (a) the Receiving Party's Outside Counsel of Record in this Action,
9 as well as employees of said Outside Counsel of Record to whom it is reasonably
10 necessary to disclose the information for this Action;

11 (b) the officers, directors, and employees (including House Counsel)
12 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

13 (c) Experts (as defined in this Order) of the Receiving Party to whom
14 disclosure is reasonably necessary for this Action and who have signed the
15 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

16 (d) the Court and its personnel;

17 (e) court reporters and their staff;

18 (f) professional jury or trial consultants, mock jurors, and
19 Professional Vendors to whom disclosure is reasonably necessary for this Action and
20 who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

21 (g) the author or recipient of a document containing the information
22 or a custodian or other person who otherwise possessed or knew the information;

23 (h) during their depositions, witnesses, and attorneys for witnesses, in
24 the action to whom disclosure is reasonably necessary and who have signed the
25 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise
26 agreed by the Designating Party or ordered by the Court. Pages of transcribed
27 deposition testimony or exhibits to depositions that reveal Protected Material must be
28 separately bound by the court reporter and may not be disclosed to anyone except as

1 permitted under this Stipulated Protective Order; and

2 (i) any mediator or settlement officer, and their supporting personnel,
3 mutually agreed upon by any of the Parties engaged in settlement discussions.

4
5 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
6 OTHER LITIGATION

7 If a Party is served with a subpoena or a court order issued in other litigation
8 that compels disclosure of any information or items designated in this Action as
9 “CONFIDENTIAL,” that Party must:

10 (a) promptly notify in writing the Designating Party. Such
11 notification shall include a copy of the subpoena or court order;

12 (b) promptly notify in writing the party who caused the subpoena or
13 order to issue in the other litigation that some or all of the material covered by the
14 subpoena or order is subject to this Protective Order. Such notification shall include
15 a copy of this Stipulated Protective Order; and

16 (c) cooperate with respect to all reasonable procedures sought to be
17 pursued by the Designating Party whose Protected Material may be affected.

18 If the Designating Party timely seeks a protective order, the Party served with
19 the subpoena or court order shall not produce any information designated in this
20 Action as “CONFIDENTIAL” before a determination by the court from which the
21 subpoena or order issued, unless the Party has obtained the Designating Party’s
22 permission. The Designating Party shall bear the burden and expense of seeking
23 protection in that court of its confidential material – and nothing in these provisions
24 should be construed as authorizing or encouraging a Receiving Party in this Action to
25 disobey a lawful directive from another court.

26
27 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
28 PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this Action is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to object or seek a protective order from this Court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this

1 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
2 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
3 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
4 persons to whom unauthorized disclosures were made of all the terms of this Order,
5 and (d) request such person or persons to execute the “Acknowledgment and
6 Agreement to Be Bound” that is attached hereto as Exhibit A

7
8 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
9 PROTECTED MATERIAL

10 Inadvertent production of a document or other information subject to a claim
11 of privilege or attorney work product will not waive the privilege or the attorney work
12 product doctrine. If a Producing Party produces any material that the Producing Party
13 thereafter claims to be privileged or protected, the Producing Party will give notice
14 thereof to the Receiving Party in writing. Within five (5) days, the material in question
15 (and all notes and work product quoting, referring or relating thereto) will then be
16 returned to the Producing Party, and the Receiving Party will certify that any and all
17 copies have been retrieved and destroyed. If the Receiving Party has disclosed the
18 information to others before being notified of the claim of privilege or protection, the
19 Receiving Party must take reasonable steps to retrieve and return or destroy the
20 disclosed information. The Receiving Party upon receiving a privilege log identifying
21 the document remains free to challenge any claim of privilege or protection, but shall
22 not make any claim that the production of the document caused a waiver of any
23 privilege or protection. Moreover, absent a ruling that the document, data, or
24 information at issue is not privileged or protected, a Receiving Party may not disclose
25 nor make any use whatsoever of the information disclosed in or derived from the
26 document or information at issue. If a Party or counsel for a Party receives a document
27 or other information that appears on its face to be inadvertently produced and subject
28 to a claim of privilege or attorney work product, counsel for the Receiving Party will

1 (i) inform counsel for the Producing Party promptly after becoming aware of the
2 disclosure; (ii) promptly return the document or other information and all copies
3 thereof; and (iii) promptly destroy all notes and other documents containing any
4 reference to, or use of, the inadvertently produced information.

5
6 12. MISCELLANEOUS

7 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
8 person to seek its modification by the Court in the future.

9 12.2 Right to Assert Other Objections. By stipulating to the entry of this
10 Protective Order, no Party waives any right it otherwise would have to object to
11 disclosing or producing any information or item on any ground not addressed in this
12 Stipulated Protective Order. Similarly, no Party waives any right to object on any
13 ground to use in evidence of any of the material covered by this Protective Order.

14 12.3 Filing Protected Material. A Party that seeks to file under seal any
15 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
16 only be filed under seal pursuant to a court order authorizing the sealing of the specific
17 Protected Material at issue. If a Party's request to file Protected Material under seal is
18 denied by the Court, then the Receiving Party may file the information in the public
19 record unless otherwise instructed by the Court.

20
21 13. FINAL DISPOSITION

22 After the final disposition of this Action, as defined in paragraph 4, within sixty
23 (60) days of a written request by the Designating Party, each Receiving Party must
24 return all Protected Material to the Producing Party or destroy such material. As used
25 in this subdivision, "all Protected Material" includes all copies, abstracts,
26 compilations, summaries, and any other format reproducing or capturing any of the
27 Protected Material. Whether the Protected Material is returned or destroyed, the
28 Receiving Party must submit a written certification to the Producing Party (and, if not

the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (Duration).

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

I, Christina M. Lucio, attest that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

By: /s/ Christina M. Lucio
CHRISTINA M. LUCIO

[signature page to follow]

1
2 Dated: January 19, 2024

JAMES HAWKINS APLC

3
4 By: /s/ Christina M. Lucio

James R. Hawkins
Christina M. Lucio
Mitchell J. Murray

6 Attorneys for Plaintiffs
7 SOVATANA SAUT AND
8 JOHN NAKATANI

9 Dated: January 19, 2024

JACKSON LEWIS P.C.

10 By: /s/ Mia Farber

11 Mia Farber
12 Nicky Jatana
13 Buck N. Haddix

14 Attorneys for Defendant
15 MCKESSON CORPORATION

16
17
18
19 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

20
21 DATED: January 22, 2024

22
23 

24 U.S. Magistrate Judge Karen E. Scott
25
26
27
28

EXHIBIT AACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full
 address], declare under penalty of perjury that I have read in its entirety and
 understand the Stipulated Protective Order that was issued by the United States
 District Court for the Central District of California on [date] in the case of *Sovatana
 Saut, et al. v. McKesson Corporation, et al.*, Case No. 2:22-cv-05707-DMG-KES. I
 agree to comply with and to be bound by all the terms of this Stipulated Protective
 Order and I understand and acknowledge that failure to so comply could expose me
 to sanctions and punishment in the nature of contempt. I solemnly promise that I will
 not disclose in any manner any information or item that is subject to this Stipulated
 Protective Order to any person or entity except in strict compliance with the
 provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action.

I hereby appoint _____ [print or type full
 name] of _____ [print or type full
 address and telephone number] as my California agent for service of process in
 connection with this action or any proceedings related to enforcement of this
 Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

4887-9005-4302, v. 1